

CJ-18-775
Parrish

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

EMMANUEL COLE and
YASMINE COLE,

Plaintiff,

v.

COUNTRY PREFERRED INSURANCE
COMPANY, a/k/a COUNTRY CASUALTY
INSURANCE COMPANY, a/k/a
COUNTRY MUTUAL INSURANCE
COMPANY d/b/a COUNTRY
FINANCIAL, CC SERVICES, INC., and
HILLARY REED.

Defendants.

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

FEB - 8 2018

RICK WARREN
COURT CLERK

Case No.:

34

U-2018-775

PETITION

COME NOW the Plaintiffs, Emmanuel Cole and Yasmine Cole, and for their causes of action against the Defendant, **Country Preferred Insurance Company, a/k/a Country Casualty Insurance Company, a/k/a Country Mutual Insurance Company, d/b/a Country Financial** (hereinafter "Country Financial"), **CCS Services, Inc.**, and **Hillary Reed**, allege and states as follows:

JURISDICTION AND VENUE

1. That on or about the 24th day of October, 2016, the Plaintiff, Yasmine Cole, was lawfully operating a 2016 Nissan Altima VIN# 1N41L31P3GN330517 in an eastbound direction on Edmond Road, near Kelly Avenue in the City of Edmond, County of Oklahoma, State of Oklahoma when the tortfeasor, Austin Gorman, also traveling in an eastbound direction, did negligently collide with Plaintiff's vehicle which directly caused the Plaintiff, Yasmine Cole, serious and permanent personal and bodily injuries.



2. The Defendant, Country Financial, is Plaintiffs' Medical Payments carrier and is licensed to conduct business in Oklahoma.

3. That Defendants, CC Services, Inc., and/or Hillary Reed are the insurance agents who sold the Country Financial Insurance policy to Plaintiffs in Oklahoma County, Oklahoma.

4. That Defendant, CC Services, Inc., is licensed to conduct business in Oklahoma.

5. At all relevant times, Defendant, Hillary Reed, was an insurance agent, licensed to sell insurance in the State of Oklahoma.

6. That the 2016 Nissan Altima Plaintiff, Yasmine Cole, was operating at the time of the subject collision, was at all relevant times insured with Defendant, Country Financial, policy number P35A7828456, which carried \$10,000 in medical payments coverage.

7. That Plaintiff, Emmanuel Cole, is a named insured under the subject policy.

8. That Plaintiff, Yasmine Cole, was at all relevant times a resident of Plaintiff, Emmanuel Cole's home and is the natural daughter of Plaintiff, Emmanuel Cole, and is therefore an insured under the subject policy with Defendant, Country Financial, and entitled to Medical Payments Coverage.

9. That Plaintiff, Yasmine Cole, sustained injuries in the subject collision, received reasonable medical treatment and incurred \$12,631.25 in medical bills for said injuries.

10. That Defendants have refused to honor their contractual and legal obligations to Plaintiffs under the subject insurance policy and in doing so violated their duty of good faith and fair dealing.

11. This court has jurisdiction over the parties and subject matter.

PLAINTIFF'S FIRST CAUSE OF ACTION

12. Plaintiff reasserts all claims *Supra* and further alleges and states as follows:

13. The Plaintiff, Yasmine Cole, was operating a 2016 Nissan Altima, VIN # 1N41L31P3GN330517, which was under policy number PA7828456. Said policy carries Medical Payments coverage in the amount of \$10,000 and was in full force and effect at the time the subject collision occurred.

14. Plaintiff submitted her medical claim to the Defendant, Country Financial, pursuant to the terms of said policy.

15. That Defendant, Country Financial, has willfully and wrongfully denied Plaintiff's Medical Payments claim.

16. That Defendant, Country Financial, has intentionally and with malice breached its duty to deal fairly and act in good faith with its insured, and/or the Defendant, Country Financial, has recklessly disregarded its duty to deal fairly and act in good faith with its insureds.

17. That Defendant, Country Financial, has tortuously breached its contractual and legal duties to the Plaintiffs.

18. That Defendant, Country Financial, refused to honor the medical payments terms in said policy.

19. That Defendant, Country Financial, has failed to fulfill its duty of good faith and fair dealing owed to Plaintiffs pursuant to Oklahoma statutory and common law, entitling Plaintiffs to an award for actual and punitive damages against this Defendant.

20. As a direct result of Defendant, Country Financial's refusal to extend insurance coverage pursuant to the terms of the subject insurance policy and willful failure to process Plaintiffs' claim in a timely manner, and otherwise pay Plaintiffs according to the terms of the policy of the insurance purchased from Defendant, Country Financial, Plaintiffs have suffered financial hardship, actual and economic damages, and associated pain and suffering entitling

them to judgment for actual and punitive damages against Defendant, Country Financial in an amount in excess of \$75,000.00.

PLAINTIFFS' SECOND CAUSE OF ACTION

21. Plaintiff reasserts all claims *Supra* and further alleges and states as follows:

22. Plaintiffs purchased a policy of insurance from the Defendant, Country Financial, through its agent, CC Services, Inc., and/or Hillary Reed under policy number PA7828456. Said policy provided insurance coverage for the vehicle operated by Plaintiffs when the subject automobile collision occurred.

23. Defendants, CC Services, Inc., and Hillary Reed owe fiduciary duties to Plaintiffs.

24. Defendants, CC Services, Inc., and Hillary Reed owe duties to Plaintiffs according to the laws of the State of Oklahoma, including but not limited to the duty to not knowingly misrepresent pertinent facts or policy provisions relating to insurance coverage at issue.

25. That Defendants, CC Services, Inc., and Hillary Reed negligently and/or willfully failed to fulfill their duties to Plaintiffs.

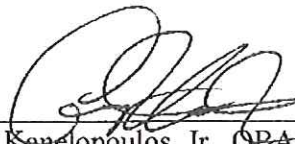
26. At all relevant times, Defendant, Hillary Reed, was an agent/employee of the Defendants, Country Financial and/or CC Services, Inc. and was acting within the course and scope of her agency/employment with CC Services Inc.

27. Under the theory of *Respondeat Superior*, Defendants, Country Financial and/or CC Services, Inc. are liable to Plaintiffs for the negligent, willful, and fraudulent acts of its

agents/employees, including but not limited to the acts and or omissions of Defendant, Hillary Reed.

WHEREFORE Plaintiffs, Emmanuel Cole and Yasmine Cole, pray for judgment against Defendant, Country Casualty Insurance Company, a/k/a Country Mutual Insurance Company, d/b/a Country Financial, CC Services, Inc., and Hillary Reed, in an amount in excess of \$75,000.00 for actual and punitive damages, along with costs, interest allowed by law, attorney fees, and any further relief to which they may be entitled.

Respectfully submitted,



George J. Kanelopoulos, Jr., OBA#12950
KANELOPOULOS LAW FIRM, P.C.
4549 N.W. 36th Street
Oklahoma City, OK 73122
(405) 787-1999
(405) 787-1900 Facsimile
ATTORNEYS FOR PLAINTIFFS

JURY TRIAL DEMANDED
ATTORNEY'S LIEN CLAIMED
POST JUDGMENT INTEREST CLAIMED